IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-11-2007

CORAM

THE HON'BLE MR.JUSTICE M.JAICHANDREN

Writ Petition No.9563 of 1999

S.Karuppiah Thevar .. Petitioner.

Versus

1.The Executive Engineer,
(P.W.D) Irukkankudi
Reservoir Project Divn.
Virudhunagar 626 001.

2.The Superintending
Engineer (P.W.D)
Vaippar Basin Circle,
Virudhunagar 626 001. .. Respondents.

Prayer: This writ petition is filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorari, calling for the records relating to the proceedings of the first respondent in letter No.162/M/VR/THO/63-1, dated NIL July 1998, on the file of the first respondent and quash the same in so far as the same relates to the petitioner is concerned.

For Petitioner : Mr.A.Sivaji
For Respondents : Mr.V.Manoharan
Government Advocate

O R D E R

Heard Mr.A.Sivaji, the learned counsel appearing for the petitioner and Mr.V.Manoharan, the learned Government Advocate appearing for the respondents.

2. It has been submitted by the petitioner that the first respondent had called for tenders for the formation of earth dam from L.S.0-2000 Metre for Irukkankudi Reservoir project across Vaipar. The petitioner's tender had been accepted and he was asked to execute the necessary agreements, on 20.04.1996. While executing the agreement, the petitioner had given Rs.18,600/-, as security deposit. However, thereafter the first respondent had unilaterally cancelled the agreement by the impugned proceedings. Hence, the petitioner has

WEB COPY

https://hcservices.ecourts.gov.in/hcservices/

invoked the writ jurisdiction of this Court, under Article 226 of the Constitution of India, raising various grounds.

3. It is stated by the petitioner that the security deposit of Rs.18,600/- had been remitted, as requested by the respondents, in the form of Indra Vikas Pattra. It is further stated that the petitioner has not only suffered the order of cancellation of the agreement but had also to wail till the maturity of the Indra Vikas Pattras to get back the amount remitted as security deposit.

4. The learned counsel appearing on behalf of the respondents had submitted that all disputes relating to the agreement, ought to be resolved only by way of arbitration, in accordance with the arbitration clause of the Standard Preliminary Specifications. Therefore, the writ petition preferred by the petitioner is misconceived.

5. The learned counsel appearing on behalf of the petitioner had not controverted the submissions made by the learned counsel appearing on behalf of the respondents.

6. In such circumstances, it is made clear that it is open to the petitioner to resolve the disputes relating to the agreement in question by way of arbitral proceedings, as provided in the arbitration clause of the Standard Preliminary Specifications.

7. The learned counsel appearing on behalf of the respondents had submitted that once the arbitral proceedings are initiated by the petitioner it would be completed, expeditiously.

The writ petition is disposed of with the above observations. No costs.

Sd/
Asst.Registrar

/true copy/

Sub Asst.Registrar

csh

To

1.The Executive Engineer,
(P.W.D) Irukkankudi
Reservoir Project Divn.
Virudhunagar 626 001.

WEB COPY

https://hcservices.ecourts.gov.in/hcservices/

2.The Superintending
Engineer (P.W.D)
Vaippar Basin Circle,
Virudhunagar 626 001.

+1cc to Mr.A.Sivaji, Advocate Sr 70465
+1cc to Govt. Pleader Sr 70764

BS (CO)
km/5.12.

Writ Petition No.9563 of 1999

WEB COPY

https://hcservices.ecourts.gov.in/hcservices/